

Exhibit A

CONTRACT
CITY OF FRESNO, CALIFORNIA
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Garney Pacific Inc., dba Garney Construction, a California Corporation (hereinafter referred to as "Contractor") as follows:

1. **Contract Documents.** The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," "Technical Specifications," "Federal Requirements" and "Davis Bacon Requirements" for the following: TC00096 Recycled Water Transmission Main, Southwest Quadrant, Project SW1B (Bid File No. 3413) copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. **Price and Work.** For the monetary consideration of Nine Million, Three Hundred Forty-One Thousand, Four Hundred Ninety-One dollars and Zero cents (\$9,341,491.00), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. **Payment.** City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **Indemnification.** To the furthest extent allowed by law including California Civil Code Section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. **Trench Shoring Detailed Plan.** Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

6. **Worker's Compensation Certification.** In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],
[Legal Identity]

By: Bill E. Williams

Name: Bill E. Williams
(Type or print written signature.)

Title: Senior Vice President

Dated: 12/15/15

By: _____

Name: _____
(Type or print written signature.)

Title: _____

Dated: _____

CITY OF FRESNO,
a California municipal corporation

By: Thomas C. Esqueda
Thomas C. Esqueda, Director
Department of Public Utilities

Dated: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Marco Martinez-Velasquez 1/20/16
Deputy Marco Martinez-Velasquez

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
City Attorney

By: Bruce R. Diep 1/20/16
[Name] Date
Senior Deputy/Deputy

City address:

City of Fresno
Attention: Patricia Diep, Supervising Eng. Tech
5607 W. Jensen Ave.
Fresno, CA 93706





Department of Public Utilities- Wastewater Management Division
Construction Management Office
5607 West Jensen Avenue
Fresno, California 93706-7458
559-621-5100 – FAX 559-498-1700
www.rechargefresno.gov



NOTICE TO PROCEED

TO: Tyler Bain
Garney Construction
8401 Independence Dr. E
Livermore, CA 94551

Date: Wednesday, January 27, 2016

CONTRACT FOR:

PROJECT: Recycled Water Transmission Main, Southwest Quadrant, Project SW1B
Bid File Number: 3413
Project ID: TC00096 **City P.O.Number:** 70125
Amount of Contract: \$ 9,341,491.00

BEGINNING OF WORK:

You are hereby notified to commence work on the above contract on: 02/01/2016

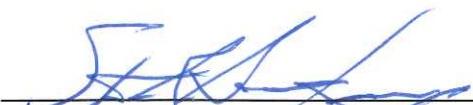
LENGTH OF CONTRACT:

You are to fully complete the work within: 180 Working Days
Computed Contract Completion Date: 10/13/2016

LIQUIDATED DAMAGES:

The contract provides for the assessment of the sum of \$5,000.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date that the work remains incomplete. The contract completion date will be adjusted for non-working days as provided in Section 6-7 of the City Standard Specifications or Contract Documents.

APPROVED:


Project Construction Manager/CH2M


1/27/2016
Date

Director of Public Utilities

1/27/2016
Date

CONTRACT
CITY OF FRESNO, CALIFORNIA
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and GARNEY PACIFIC INC., dba GARNEY CONSTRUCTION, a California Corporation (hereinafter referred to as "Contractor") as follows:

1. Contract Documents. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," "Technical Specifications," "Federal Requirements" and "Davis Bacon Requirements" for the following: TC00096 Recycled Water Transmission Main Southwest Quadrant, Project SW1C (Bid File No. 3439) copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration of Four Million, One Hundred Ninety-Eight Thousand, One Hundred Seventy-Five dollars and Zero cents (\$4,198,175), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. Indemnification. To the furthest extent allowed by law including California Civil Code Section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

6. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

GARNEY PACIFIC INC., dba GARNEY CONSTRUCTION,
a California Corporation

By: Bill E. Williams Jr.

Name: Bill E. Williams, Jr.
(Type or print written signature.)

Title: Senior Vice President

Dated: 5-10-16

By: Kevin Downs

Name: Kevin Downs
(Type or print written signature.)

Title: Assistant Secretary

Dated: 5/16/16

CITY OF FRESNO,
a California municipal corporation

By: Thomas C. Esqueda

Thomas C. Esqueda, Director
Department of Public Utilities

Dated: 5-19-16

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Cindy Bruner 5/19/16
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Beth H. 5/19/16
[Name] Date
Senior Deputy/Deputy

City address:

City of Fresno
Attention: Patricia Diep, Supervising Eng. Tech
5607 W. Jensen Ave
Fresno, CA 93706

Purchase Order

0000070606

City of Fresno

Purchasing Division
2600 Fresno Street Room 2156
Fresno CA 93721-3622
(559)621-1332 FAX: (559)488-1069

Vendor: 0000050246
GARNEY CONSTRUCTION
8401 INDEPENDENCE DR E
LIVERMORE CA 94551

Purchase Order		Date	Revision	Page
FRSNO-0000070606		05/20/2016		1
Payment Terms		Freight Terms	Ship Via	
N30		FOB Destination	Best Way	
Buyer	Phone		Currency	
Mike Brown			USD	

Ship To: Wastewater Management
5607 W. Jensen Avenue
Fresno CA 93706

Bill To: Wastewater Management
5607 W. Jensen Avenue
Fresno CA 93706

Fax: 925/315-4202

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	CONSTRUCTION CONTRACT FOR RECYCLED WATER TRASMISSION MAIN SW1C	4,198,175.00 EA	1.00	4,198,175.00	06/10/2016
Schedule Total					<u>4,198,175.00</u>
Item Total					<u>4,198,175.00</u>

This Purchase Order issued for accountability purposes only in support of a contract awarded by City Council on April 21, 2016 for the construction of a Recycled Water Transmission Main, Southwest Quadrant, Project SW1C Bid File 3439

Total PO Amount

4,198,175.00

- ALL DELIVERIES MUST BE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED ABOVE.
- PACKING LIST MUST ACCOMPANY ALL MERCHANDISE DELEIVERED ON THIS ORDER.
- CITY OF FRESNO RESERVES THE RIGHT TO CANCEL THIS ORDER IF GOODS NOT SHIPPED AS DIRECTED.
- IF THIS PRODUCT CONTAINS ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE STATE OF CALIFORNIA DIRECTOR OF INDUSTRIAL RELATIONS, A MATERIAL SAFETY DATA SHEET MUST ACCOMPANY DELIVERY.
- PURCHASE ORDER NUMBER MUST BE ON ALL PAYMENT AND DELIVERY CORRESPONDANCE.

Authorized Signature

michael aron



Department of Public Utilities- Wastewater Management Division
Construction Management Office
5607 West Jensen Avenue
Fresno, California 93706-7458
559-621-5100 – FAX 559-498-1700
www.rechargefresno.gov



NOTICE TO PROCEED

TO: Tyler Bain
Garney Construction
8401 Independence Dr. E
Livermore, CA 94551

Date: Friday, May 27, 2016

CONTRACT FOR:

PROJECT: Recycled Water Transmission Main, Southwest Quadrant, Project SW1C
Bid File Number: 3439
Project ID: TC00096 **City P.O.Number:** 70606
Amount of Contract: \$ 4,198,175.00

BEGINNING OF WORK:

You are hereby notified to commence work on the above contract on: 05/31/2016

LENGTH OF CONTRACT:

You are to fully complete the work within: 110 Working Days
Computed Contract Completion Date: 11/02/2016

LIQUIDATED DAMAGES:

The contract provides for the assessment of the sum of \$5,000.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date that the work remains incomplete. The contract completion date will be adjusted for non-working days as provided in Section 6-7 of the City Standard Specifications or Contract Documents.

APPROVED:

Project Construction Manager/CH2M

5/27/2016

Date

Director of Public Utilities

Date

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CITY OF FRESNO, CALIFORNIA
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1. Contract Documents. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: CITY OF FRESNO DEPARTMENT OF PUBLIC UTILITIES KINGS RIVER PIPELINE PROJECT, BID FILE NO. 3433 – PHASE TWO copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration Forty Five Million, Five Hundred and Eighty Three Thousand, Seven Hundred and Fifty Dollars and Zero cents (\$45,583,750.00), as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

Garney Pacific, Inc.,
a California corporation

By: 

Name: BILLIE WILLIAMS, Jr.
(Type or print written signature.)

Title: Senior Vice President

Dated: May 24, 2016

By: 

Name: Kevin Downs
(Type or print written signature.)

Title: Operations Manager

Dated: May 24, 2016

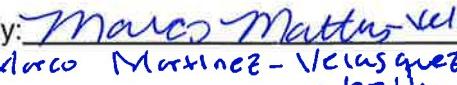
CITY OF FRESNO,
a California municipal corporation

By: 
, Director

THOMAS C. ESQUEDA
Department of Public Utilities

Dated: 6/27/16

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Marco Martinez-Velasquez Deputy
6/27/16

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 
BRANDON COLLET Date
Senior Deputy/Deputy

City address:

City of Fresno
Attention: Martin Wendels, Project Manager
2101 G Street, Building A
Fresno, CA 93706



Department of Public Utilities - Water Division
Program Management and Engineering Office
2101 G Street, Building A
Fresno, CA 93706
www.fresno.gov



October 5, 2016

SENT VIA FEDERAL EXPRESS AND E-MAIL
bewilliams@garney.com

Garney Pacific, Inc.
3049 Independence Drive, Suite E
Livermore CA 94551

Attention: Mr. Bill E. Williams

**PROJECT: CITY OF FRESNO DEPARTMENT OF PUBLIC UTILITIES
KINGS RIVER PIPELINE PROJECT
PROJECT NO. WC00057 – BID FILE NO. 3433 PHASE TWO**

SUBJECT: NOTICE TO PROCEED

This letter provides Garney Pacific, Inc., a formal Notice to Proceed with the subject project. The specific details are provided herein.

Amount of Contract: \$45,583,750.00

Beginning of Work: The effective date of this Notice to Proceed is June 27, 2016, which is the first day of the Contract Time.

Length of Contract: Contract time to Completion is 575 calendar days. Other significant Contract Time milestones are identified in the Contract Documents.

Completion Dates: Completion is to be on or before January 22, 2018.

Preconstruction Conference: The Preconstruction Conference described in Specification Section 012222 will be scheduled for Tuesday, July 12, 2016. Further details will be provided by the Project Construction Manager, Mr. Gentry Karr.

Invoicing: Reference Purchase Order (PO) No. 70741 on all invoices. Additional invoicing instructions and payment options will be provided at the Preconstruction Conference.

An original of the executed Contract and other related documents are attached for your files.

Regards,

Martin Wendels/COF
Project Manager

cc: Gentry Karr/CH2M
Randy Hoffman PE/CH2M
Michael Carbajal/COF

Attachments: Executed Contract – one (1) original